



BRYCE YOKOMIZO
Director

County of Los Angeles
DEPARTMENT OF PUBLIC SOCIAL SERVICES

12860 CROSSROADS PARKWAY SOUTH • CITY OF INDUSTRY, CALIFORNIA 91746
Tel (562) 908-8400 • Fax (562) 908-0459



Board of Supervisors
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June 8, 2004

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

REVISED

Dear Supervisors:

**RECOMMENDATION TO AUTHORIZE THE DIRECTOR OF THE DEPARTMENT OF
PUBLIC SOCIAL SERVICES TO SIGN AND EXECUTE AMENDMENT NO. 4 TO THE
AGREEMENT WITH THE PERSONAL ASSISTANCE SERVICES COUNCIL
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

IT IS RECOMMENDED THAT YOUR BOARD:

Authorize the Director of the Department of Public Social Services (DPSS) to execute the enclosed Amendment No. 4 to County Agreement Number 72426 with the Los Angeles County Personal Assistance Services Council (PASC). The term of the original Agreement is September 14, 1999 through June 30, 2000, automatically renewing July 1st of every year without further action. The amendment is needed to:

- ▶ Authorize DPSS to reimburse the PASC for their monthly administrative costs by providing monthly payments prior to receiving State and federal reimbursements.
- ▶ Increase the annual Maximum Contract Amount (MCA) by \$2.0 million to reflect these monthly payments, with no change in net County cost (NCC).
- ▶ Incorporate the required fiscal monitoring and general contract provisions.

- ▶ Authorize the appropriation of \$21.0 million in Fiscal Year (FY) 2003-04 and \$24.0 million for (FY) 2004-05, for the portion of the In-Home Supportive Services (IHSS) provider wage above the minimum wage. The increase between fiscal years is due to the steady growth in the IHSS caseload.
- ▶ Increase the maximum costs allowable from \$350,000 to \$500,000 for PASC administrative costs associated with the PASC-Service Employees International Union Homecare Workers Health Care Plan (Health Care Plan) to cover increased costs associated with implementing the change in the health care eligibility threshold from 112 hours per month to 80 hours. The \$150,000 increase will be funded with State and federal revenue and approximately \$30,000 of NCC.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Currently, PASC reports its administrative costs to DPSS for inclusion on the Department's claims for State and federal reimbursement on a monthly basis. It then takes approximately six months for DPSS to receive the funding and pass through the funds to PASC. The recommended actions would allow DPSS to reimburse PASC upon the Department's approval of the administrative costs, prior to receipt of the State and federal funds. This is needed to mitigate the PASC's cash flow issues and prevent service interruption.

In addition, approval of Amendment No. 4 will strengthen DPSS and PASC fiscal accountability as it contains fiscal monitoring provisions as required by your Board and the Auditor-Controller. The provisions are necessary due to the change in reimbursement practices.

Your Board's approval to increase the maximum amount reimbursable to PASC for administration of the Health Care Plan would reimburse PASC for workload increases associated with implementation of the change in Health Care Plan eligibility previously approved by your Board.

Amendment No. 4 also incorporates general provisions regarding provider wages.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The recommended actions are consistent with the principles of the Countywide Strategic Plan, Goal 3, Organizational Effectiveness, and Goal 4, Fiscal Responsibility

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to ensure that service delivery systems are efficient, effective and goal oriented by strengthening both DPSS and PASC fiscal responsibilities.

FISCAL IMPACT/FINANCING

Amendment No. 4 increases the MCA of the Agreement by \$2.0 million, from \$0.5 million to \$2.5 million, at no additional NCC. The funding is included in the FY 2003-04 Adopted Budget. In addition, Amendment No. 4 increases the total amount for the PASC Health Care Plan administrative costs by \$150,000, from \$350,000 to \$500,000. Based on current sharing ratios, the increase will be funded by approximately \$120,000 of State and federal revenue, and \$30,000 NCC. Funding for this purpose was added to the FY 2003-04 Budget as a result of the Board's earlier action to expand the Health Care Plan eligibility threshold.

The County appropriated \$21.0 million in FY 2003-04 and \$24.0 million for FY 2004-05, for the portion of the IHSS provider wage above the minimum wage. These amounts were included in the FY 2003-04 Adopted Budget and the FY 2004-05 Proposed Budget, respectively.

FACTS AND PROVISIONS/ LEGAL REQUIREMENTS

The County entered into Agreement 72426 establishing the PASC as the employer of record for IHSS providers on September 14, 1999. Amendment No. 1, entered into on October 24, 2000, recognized additional appropriation for an IHSS provider wage increase. On January 8, 2002, your Board approved Amendment No. 2 initiating the Health Care Plan and Amendment No. 3 recognizing a second IHSS provider wage increase was entered into on November 20, 2002.

Due to the unique nature of the agreement between the County and PASC, the Chief Administrative Office and County Counsel concur that this amendment does not need to include the standard contract language relating to performance measures.

Amendment No. 4 to Agreement Number 72426 will become effective upon the execution of both parties. The Agreement will continue to renew automatically for one-year terms each July 1st without further action of either party.

County Counsel has reviewed and approved Amendment No. 4 as to form.

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IMPACT ON CURRENT SERVICES (OR PROJECTS)

The recommended actions will reduce the Health Care Plan eligibility threshold from 112 to 80 hours per month, which significantly increases the number of providers eligible to participate in the Plan.

CONCLUSION

The Executive Officer, Board of Supervisors, is requested to return one adopted stamped Board letter to DPSS.

Respectfully submitted,



Bryce Yokomizo, Director

BY:vs

Enclosure

c: Chief Administrative Officer
County Counsel
Auditor-Controller
Executive Officer, Board of Supervisors
Personal Assistance Services Council



AMENDMENT NO. 4

AGREEMENT NO. 72426 BETWEEN
COUNTY OF LOS ANGELES
AND
LOS ANGELES COUNTY
PERSONAL ASSISTANCE SERVICES COUNCIL

Prepared By
Department of Public Social Services
Adult Services Division

June 2004

**AMENDMENT NO. 4
AGREEMENT NO. 72426 BETWEEN
COUNTY OF LOS ANGELES**

**AND
LOS ANGELES COUNTY PERSONAL ASSISTANCE SERVICES COUNCIL**

THIS AMENDMENT is made and entered into this _____ day of June 2004, by and between the County of Los Angeles, hereinafter referred to as COUNTY, and the Los Angeles County Personal Assistance Services Council ("PASC").

WHEREAS, reference is made to that certain document entitled "AGREEMENT BY AND BETWEEN COUNTY OF LOS ANGELES AND LOS ANGELES COUNTY PERSONAL ASSISTANCE SERVICES COUNCIL," dated September 14, 1999 and further identified as County Agreement No. 72426 and any Amendments thereto (all hereafter "Agreement");

WHEREAS, it is the intent of the parties hereto to amend Agreement to provide for the monthly payment of administrative funds to the PASC, and general contract provisions, and make the changes described hereinafter, and

WHEREAS, said Agreement provides that changes may be made in the form of a written amendment which is formally approved and executed by both parties; and

NOW THEREFORE, the parties hereby agree as follows:

1. This Amendment shall become effective upon execution by both parties.
2. Paragraph 1 of Section I, APPLICABLE DOCUMENTS shall be amended in its entirety as follows:
 1. Attachments A, B, and C as set forth below are attached to and form a part of this Agreement.
3. Amended Attachment A shall be deleted in its entirety, and replaced with Attachment A, attached hereto and incorporated herein by reference. Any reference in the Agreement to the term "Amended Attachment A" shall be replaced by the term "Attachment A."
4. The following Subparagraphs shall be added to Paragraph 2 of **Section I, APPLICABLE DOCUMENTS**:
 - 2.3 Attachment B - Safely Surrender Baby Law - Fact Sheet
 - 2.4 Attachment C - Federal Earned Income Credit Notice

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5. The following heading shall be added to **Section III, INTERPRETATION**:
 - 8.0 Provider
The individual hired by a consumer to provide in-home supportive services.
6. Paragraph 2.0 of **Section IV, FISCAL PROVISIONS**, shall be deleted in its entirety and replaced with the following:
 - 2.0 The PASC shall provide a monthly invoice to COUNTY by detailing its actual expenditures for the prior month. These actual expenditures will be the basis for the PASC administrative costs paid by the COUNTY and claimed quarterly by the County for State and federal reimbursement.
7. As of the date of Board approval of this Amendment, Paragraph 4.2.1 shall be deleted in its entirety.
8. The following subparagraphs shall be added to Paragraph 4.0 of Section IV, **FISCAL PROVISIONS**:
 - 4.0.3 For Fiscal Year 2003-2004, the net COUNTY cost for the PASC negotiated wage increase above minimum wage shall not exceed the total of \$21,000,000. This amount is an absolute limit on the COUNTY's cost and the COUNTY is not obligated by this Agreement in any way to pay or subsidize beyond this amount any portion of any PASC negotiated wage increase beyond minimum wage.
 - 4.0.4 For Fiscal Year 2004-2005, the net COUNTY cost for the PASC negotiated wage increase above minimum wage shall not exceed the total of \$24,000,000. This amount is an absolute limit on the COUNTY's cost and the COUNTY is not obligated by this Agreement in any way to pay or subsidize beyond this amount any portion of any PASC negotiated wage increase beyond minimum wage.
9. The following paragraph shall be added to Section IV, **FISCAL PROVISIONS**:

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- 4.3 For Fiscal Year 2003-2004, the COUNTY agrees to pay to the PASC for the PASC's administration of the Health Care Plan in an amount not to exceed \$500,000. On a monthly basis, the PASC shall submit to DPSS an invoice detailing the amounts expended by the PASC to administer the Health Care Plan for the prior month. The COUNTY shall reimburse the PASC for all such valid expenses up to the amount set forth in this Paragraph 4.3.
- 4.3.1 For future fiscal years, contingent upon appropriation by the County's Board of Supervisors, the COUNTY's payment to the PASC for the PASC's administration of the Health Care Plan shall not exceed \$500,000, except as an additional amount may be appropriated by the County's Board of Supervisors. Such future appropriations are contingent upon the terms of the Collective Bargaining agreement by the PASC and the Union continuing the Health Care Plan and appropriation by the COUNTY's Board of Supervisors. The County shall have no obligation to provide any amount towards the administration of the Health Care Plan past Fiscal Year 2003-2004, unless and until the Board of Supervisors makes such appropriation. If the Board makes such an appropriation, the PASC shall submit to DPSS a monthly invoice detailing the amounts expended by the PASC to administer the Health Care Plan. The COUNTY shall reimburse the PASC for all such valid expenses up to the annual limit set forth in this subparagraph 4.3.1.
10. Paragraph 5.0 of **Section IV, FISCAL PROVISIONS**, is deleted in its entirety and replaced with the following:
- 5.0 Beginning with Fiscal Year 2003-2004, the COUNTY agrees to make payments to the PASC for PASC administrative costs not to exceed the amount authorized in the COUNTY's approved budget as set forth below. The PASC administrative costs subject to this section are those costs exclusive of IHSS provider wages and benefits.
- 5.1 For the period of July 1, 2003 to May 31, 2004, COUNTY shall pass on to the PASC any State and federal monies received by the

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COUNTY to cover PASC administrative costs as those costs are defined in Paragraph 5.0. COUNTY will also provide PASC with any monies authorized by the Board of Supervisors to cover these PASC administrative costs, to the extent the PASC submits proof of valid expenses.

5.2 Effective June 1, 2004 through June 30, 2004, the COUNTY shall reimburse the PASC for valid expenses associated with administrative costs, as defined in this Paragraph 5.0, in an amount not to exceed \$250,000. On a monthly basis, the PASC shall submit to DPSS an invoice detailing the amounts expended by the PASC for these administrative costs for the prior month. The COUNTY shall reimburse the PASC on a monthly basis, for all such valid expenses up to the amount set forth in this subparagraph 5.2.

5.2.1 For future fiscal years, contingent upon appropriation by the County's Board of Supervisors, the COUNTY's payment to the PASC for the PASC's administrative costs as defined in this paragraph 5.0, shall not exceed \$2,500,000, except as an additional amount may be appropriated by the County's Board of Supervisors. If the Board makes such an appropriation, the PASC shall submit to DPSS a monthly invoice detailing the amounts expended by the PASC for these administrative costs. On a monthly basis, the COUNTY shall reimburse the PASC for all such valid expenses up to the annual limit set forth in this subparagraph 5.2.1.

5.2.2 For PASC's administrative costs, as defined in this paragraph 5.0, that exceed the amount appropriated by the COUNTY, the COUNTY shall continue to submit claims for reimbursement and pass through to the PASC any State and federal monies authorized by the State. The COUNTY shall have no obligation to contribute any COUNTY share toward such expenses.

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- 5.2.3 Upon COUNTY's review and approval of an accurate invoice, the COUNTY shall authorize and process the payment.
- 5.2.4 COUNTY will not authorize payment on incomplete or inaccurate invoices.
- 5.2.5 COUNTY shall make a reasonable effort to effect payment to PASC within thirty (30) calendar days of receipt of an invoice, which is accurate as to form and content.
- 5.2.6 Prior to receiving final payment upon termination of this Agreement, PASC shall submit a signed written release discharging COUNTY, its officers and employees, from all liabilities, obligations and claims arising out of or under this Agreement.
- 5.2.7 PASC shall have no claim against COUNTY for payment of any money or reimbursement for any service provided by PASC after the termination of this Agreement. Should PASC receive any such payment it shall immediately notify COUNTY and shall immediately repay all such funds to COUNTY.
 - 5.2.7.1 Payment by COUNTY for services rendered after termination of this Agreement shall not constitute a waiver of COUNTY's right to recover such payment from PASC. This provision shall survive the termination of this Agreement.
 - 5.2.7.2 COUNTY shall have no obligation for payment other than as set forth in this Agreement.
- 5.4 In no event, shall COUNTY's net county cost exceed the amount included in the Board approved budget for this program in each fiscal year.

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11. The following subparagraphs shall be added to 6.0.2. of Section IV, FISCAL PROVISIONS:
- 6.0.2.1 With respect to any PASC wage increase for IHSS providers for any portion of the 2003-2004 fiscal year, the COUNTY has calculated that the net County cost set forth in subparagraph 4.0.3 above, would allow for the \$7.50 per hour wage from July 1, 2003 through June 30, 2004, as agreed to in the amendment to the collective bargaining agreement entered into between the PASC and SEIU, dated July 7, 1999.
- 6.0.2.2 With respect to any PASC wage increase for IHSS providers for the period of July 1, 2004 through June 30, 2005, the COUNTY has calculated that the net County cost set forth in subparagraph 4.0.4 above, would allow for the \$7.50 per hour wage from July 1, 2004 through June 30, 2005.
12. The following subparagraphs shall be added to Paragraph 6.0 of Section IV, FISCAL PROVISIONS:
- 6.0.4 With respect to any PASC wage increase for IHSS providers for any portion of the 2003-2004 fiscal year, the COUNTY agrees to pay thirty five percent of the nonfederal share of wage increase up to seventy five cents above the hourly Statewide minimum wage pursuant to Welfare and Institutions Code §12306.1 as long as the COUNTY's share does not exceed \$21,000,000 specified in 4.0.3 above. Under no circumstance shall the COUNTY's fiscal contributions exceed the amounts referenced in 4.0.3 and 4.1.1 above for fiscal year 2003-2004 and under no circumstance is the COUNTY obligated for any portion of a wage increase or capitation payments in excess of these amounts if such funds have been depleted or in any way become unavailable, even during the 2003-2004 fiscal year. Both parties further understand and agree that in the event the State's share of any wage increases or capitation payments pursuant to Welfare and Institutions Code §12306.1 is not forthcoming or in any way becomes unavailable, the COUNTY is not obligated, under any circumstances, to pay any portion of the State's share. Both parties further understand and agree that the COUNTY's above-stated obligation

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for any wage increase or capitation payments terminates on June 30, 2004, whether or not the funds described in subparagraph 4.0.3 and 4.1.1 above remain available; the COUNTY is not obligated and does not agree to pay any portion of any wage increase or capitation payments beyond that date. Both parties further agree that Welfare and Institutions Code § 12306(c)(3) does not obligate the COUNTY in any way or at any time to fund the State share of a wage increase or capitation payments negotiated pursuant to Welfare and Institutions Code §12306.1.

- 6.0.5 With respect to any PASC wage increase for IHSS providers for the period July 1, 2004, through June 30, 2005, the COUNTY agrees to pay thirty five percent of the nonfederal share of wage increase up to seventy five cents above the hourly Statewide minimum wage pursuant to Welfare and Institutions Code §12306.1 as long as the COUNTY's share does not exceed \$24,000,000 as specified in 4.0.4 above. Under no circumstance shall the COUNTY's contributions exceed the amounts referenced in 4.0.4 and 4.1.1 for the period July 1, 2004 through June 30, 2005 and under no circumstance is the COUNTY obligated for any portion of a wage increase or capitation payments in excess of these amounts if such funds have been depleted or in any way become unavailable, even during July 1, 2004 through June 30, 2005. Both parties further understand and agree that in the event the State's share of any wage increases or capitation payments pursuant to Welfare and Institutions Code §12306.1 is not forthcoming or in any way becomes unavailable, the COUNTY's above-stated obligation for any wage increase or capitation payments will terminate whether or not the funds set forth in subparagraph 4.0.4 and 4.1.1 above remain available. Both parties further agree that Welfare and Institutions Code §12306(c)(3) does not obligate the COUNTY in way or at any time to fund the State share of a wage increase or capitation payments negotiated pursuant to Welfare and Institutions Code §12306.1.
13. Paragraph 4.0, COLLECTIVE BARGAINING AGREEMENT, of **Section V, FURTHER TERMS AND CONDITIONS**, is deleted in its entirety and replaced with the following:

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- 4.0 The PASC agrees to provide to the COUNTY a copy of any collective bargaining agreement within five (5) business days from the date the agreement is signed.
14. Subparagraph 5.1 of **Section V, FURTHER TERMS AND CONDITIONS**, is deleted in its entirety and replaced with the following:
- 5.1 The PASC agrees to comply with all applicable Federal, State and local laws, rules, regulations, ordinances including, but not limited to:
- Civil Rights Laws including the Americans with Disabilities Act
 - Child Abuse/Elder Abuse Laws
 - Fair Labor Standards Act
 - County's Child Support Compliance Program
 - Laws relating to nondiscrimination in employment
 - California Welfare & Institutions Code
 - California Department of Social Services (CDSS) Manual of Policies and Procedures
 - Social Security Act
 - State Energy and Efficiency Plan [Title 24, California Administrative Code]
 - Clean Air Act (Section 306, 42USC 1857 (h))
 - Clean Water Act (Section 508, 33USC 1368)
 - Executive Order 11738 and Environmental Protection Agency Regulations (40 CFR Part 15)
 - Equal Employment Opportunity (EEO) [Executive Order 11246 Amended by Executive Order 11375 and supplemented in Department of Labor Regulations, 41 CFR, Part 60]
 - Injury and Illness Prevention Program (IIPP) (Section 3203 of Title 8 in the California Code of Regulations)
15. Paragraph 9.0, **DELEGATION AND ASSIGNMENT AND SUBCONTRACTING**, of **Section V., FURTHER TERMS AND CONDITIONS**, is deleted in its entirety and replaced with the following:
- 9.0 The PASC shall notify the COUNTY within five (5) business days of any delegation of its duties or assignment of its rights hereunder, either in

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whole or in part, as set forth in this Agreement, State Regulations, Los Angeles County Code §3.45 or California WIC §12301.6.

- 9.1 Subcontracts shall be made in the name of the PASC and shall not bind nor purport to bind the COUNTY. The making of subcontracts hereunder shall not relieve the PASC of any requirement under the Agreement, including, but not limited to, the duty to properly supervise and coordinate the work of subcontractors. In no event shall any subcontract be construed as affecting any increase in the amount provided for in the Agreement.
- 9.2 The PASC shall include, in all subcontracts, the following provision: *"This Contract is a subcontract under the terms of a prime Agreement with the COUNTY of Los Angeles. All representations and warranties shall inure to the benefit of the COUNTY of Los Angeles."*
- 9.3 When required by State regulations, subcontracts shall be advertised, competitively bid and evaluated in a manner, which will meet the *California Department of Social Services Manual of Policies and Procedures (MPP), Sections 23-610 through 23-615.*
- 9.4 The PASC shall provide copies of all subcontracts to the CCA, within five (5) business days of entering the subcontract.
- 9.5 The PASC shall be responsible for the monitoring of their subcontracts and provide copies of all subcontractors monitoring reports to the CCA.
16. Paragraph 11.0, FISCAL ACCOUNTABILITY, of **Section V, FURTHER TERMS AND CONDITIONS**, is deleted in its entirety and replaced with the following:

11.0 FISCAL ACCOUNTABILITY

PASC shall be required to adhere to strict fiscal and accounting standards and must, to the extent the following standards apply to this Agreement, comply with the *Cost Principles of the Office of Management and Budget (OMB) Circular A-21 for Educational Institutions, OMB Circular A-87 for State, Local and Indian Tribal Governments, OMB Circular A-122 for Non-Profit Organizations, OMB Circular A-102 for Grants and Cooperative*

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Agreements with State and Local Government agencies, OMB Circular A-133 for Audits of States, Local Governments and Non-Profit Organizations, and OMB Circular A-110 for Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and other Non-Profit Organizations.

17. Paragraph 16.0, INSURANCE, of **Section V, FURTHER TERMS AND CONDITIONS**, shall be deleted in its entirety, and replaced with the following:
- 16.1 **General Insurance Requirements:** Without limiting PASC's indemnification of COUNTY and during the term of this Agreement, PASC shall provide and maintain, and shall require all of its sub-contractors to maintain, the following programs of insurance specified in this Agreement. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County, and such coverage shall be provided and maintained at PASC's own expense.
- 16.1.1 **Evidence of Insurance:** Certificate(s) or other evidence of coverage satisfactory to COUNTY shall be delivered to **Department of Public Social Services Adult Services Division, 12900 Crossroads Parkway South, 2nd Floor, City of Industry, CA 91746-3411, Attention: PASC CCA** prior to commencing services under this Agreement. Such certificates or other evidence shall:
- (1) Specifically identify this Agreement.
 - (2) Clearly evidence all coverages required in this Agreement.
 - (3) Contain the express condition that COUNTY is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance.
 - (4) Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insured for all activities arising from this Agreement.

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- (5) Identify any deductibles or self-insured retentions for COUNTY's approval. The COUNTY retains the right to require PASC to reduce or eliminate such deductibles or self-insured retentions as they apply to COUNTY, or, require PASC to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.
- 16.1.2 **Insurer Financial Ratings:** Insurance is to be provided by an insurance company acceptable to the COUNTY with an A.M. Best rating of not less than A:VII, unless otherwise approved by COUNTY.
- 16.1.3 **Failure to Maintain Coverage:** Failure by PASC to maintain the required insurance, or to provide evidence of insurance coverage acceptable to COUNTY, shall constitute a material breach of the contract upon which COUNTY may immediately terminate or suspend this Agreement. COUNTY, at its sole option, may obtain damages from PASC resulting from said breach. Alternatively, COUNTY may purchase such required insurance coverage, and without further notice to PASC, COUNTY may deduct from sums due to PASC any premium costs advanced by COUNTY for such insurance.
- 16.1.4 **Notification of Incidents, Claims or Suits:** PASC shall report to COUNTY:
 - (1) Any accident or incident sustained by a PASC office employee relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against PASC and/or COUNTY. Such report shall be made in writing within 24 hours of occurrence.
 - (2) Any third party claim or lawsuit filed against PASC arising

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from or related to services performed by PASC under this Agreement.

- (3) Any injury to a PASC office staff employee, which occurs on COUNTY property. This report shall be submitted on a COUNTY "Non-employee Injury Report" to the COUNTY contract manager.
- (4) Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of COUNTY property, monies or securities entrusted to PASC under the terms of this Agreement.

16.1.5 Compensation for County Costs: In the event that PASC fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to COUNTY, PASC shall pay full compensation for all costs incurred by COUNTY.

16.1.6 Insurance Coverage Requirements for Sub-Contractors: PASC shall ensure any and all subcontractors performing services under this Agreement meet the insurance requirements of this Agreement by either:

- (1) PASC providing evidence of insurance covering the activities of subcontractors, or
- (2) PASC providing evidence submitted by subcontractors evidencing that they maintain the required insurance coverage. COUNTY retains the right to obtain copies of evidence of subcontractors insurance coverage at any time.

16.2 Insurance Coverage Requirements for PASC and its Subcontractors

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- 16.2.1 **General Liability** insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

- 16.2.2 **Automobile Liability** insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

- 16.2.3 **Workers Compensation and Employers' Liability** insurance providing workers compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which PASC is responsible. If PASC's office staff employees will be engaged in maritime employment, coverage shall provide workers compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which PASC is responsible.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 million
Disease - policy limit:	\$1 million
Disease - each PASC office staff employee:	\$1 million

- 16.2.4 **Property Coverage for COUNTY-Owned or Leased Equipment**
Such insurance shall be endorsed naming the County of Los Angeles as loss payee, provide deductibles of no greater than 5% of the property value, and shall include Special form ("all-risk") coverage for the full replacement value of County-owned or leased computer terminals and other equipment.

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18. The following subparagraph shall be added to Paragraph 20.0, RECORD RETENTION AND INSPECTION of **Section V, FURTHER TERMS AND CONDITIONS**:

20.3 Other required documents to be retained include, but are not limited to:

20.3.1 Invoices/Check Stubs: Monthly and any supplemental invoices, DPSS reimbursement check stubs.

20.3.2 Confidentiality Agreement: PASC Employee Acknowledgment and Confidentiality Agreement signed forms (Attachment B).

19. The following Paragraphs shall be added to **Section V, FURTHER TERMS AND CONDITIONS**:

27.0 EMPLOYEE SAFETY

The PASC will assure that the PASC's office staff employees are covered by an effective Injury and Illness Prevention Program.

28.0 NONDISCRIMINATION IN EMPLOYMENT

The PASC shall comply with all laws and regulations as defined in Equal Employment Opportunity EEO (*U.S. Executive Order 11246* and amended by *U.S. Executive Order 11375* and Supplemented in *Department of Labor Regulations, 41 CFR, Part 60*). The PASC certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies, are and will be treated equally by it without regard to or because of race, color, national origin, ancestry, religion, sex, marital status, political affiliation, age, or condition of disability, in compliance with all applicable Federal and State anti-discrimination laws and regulations. The PASC shall ensure that EEO and State-approved Civil Rights posters, "Equal Under The Law," are posted in all the PASC's facilities, where they are easily accessible to the PASC's employees.

28.1 The PASC shall utilize affirmative action to ensure that applicants are employed, and PASC office staff employees are treated

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equally, without regard to race, color, religion, ancestry, national origin, sex, age, disability, marital status or political affiliation. Such action shall include, but is not limited to the following: Employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

- 28.2 The PASC shall deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, condition of disability, marital status or political affiliation.
- 28.3 The PASC shall allow the COUNTY representatives access to its employment records during regular business hours to verify compliance with the provisions of this Section 28 when so requested by the COUNTY.
- 28.4 The PASC shall not discriminate against any employee, or applicant for employment on the basis of race, national origin or ancestry, religion, sex, marital status, political affiliation, age, or condition of disability. Practices in hiring, terminating, compensation, and benefits are among the employment practices subject to this requirement.
- 28.5 If the COUNTY finds that any of the above provisions have been violated, the same shall constitute a material breach of contract upon which the COUNTY may determine to cancel, terminate, or suspend this Agreement. While the COUNTY reserves the right to determine independently that the Equal Employment Opportunity (EEO) provisions of the Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the PASC has violated State or Federal EEO laws or regulations shall constitute a finding by the COUNTY that the PASC has violated the EEO provisions of this Agreement.

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29.0 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

PASC shall notify its PASC office staff employees, and shall require each subcontractor to notify its employees, that they may be eligible for the federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015 (Attachment D, hereunder).

30.0 OWNERSHIP OF DATA/EQUIPMENT

- 30.1 In accordance with all applicable Federal, State and COUNTY laws, ordinances, rules, regulations, manuals, guidelines, and directives, COUNTY shall retain all proprietary interest, except their use during the term of this Agreement, in all equipment provided by the COUNTY or purchased by the PASC with COUNTY funds.
- 30.2 Upon the termination of this Agreement, PASC shall: (1) provide access to and render all necessary assistance for physical removal by Director or his authorized representatives of any or all equipment provided by the COUNTY or purchased by the PASC with COUNTY funds, in the same condition as such property was received by PASC, reasonable wear and tear expected; or (2) at Director's option deliver any and all items of such property to a location designated by Director. Any disposition, settlement, or adjustment connected with such property shall be in accordance with all applicable Federal, State, and COUNTY laws, ordinances, rules, regulations, manuals, guidelines, and directives.

31.0 RECORDS

The PASC shall maintain books, records, documents and other evidence, and accounting procedures and practices sufficient to support all claims for payment made by the PASC to the COUNTY. Such records shall be kept in accordance with Paragraph 20.0, Records Retention and Inspection.

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32.0 RECYCLED BOND PAPER

Consistent with the Los Angeles COUNTY Board of Supervisors' policy to reduce the amount of solid waste deposited at the COUNTY landfills, the PASC agrees to use recycled-content paper to the maximum extent possible on the Project.

33.0 COMPLIANCE WITH WAGE AND HOUR LAWS/FAIR LABOR STANDARDS ACT

The PASC shall comply with all wage and hour laws and all applicable provisions of the Federal *Fair Labor Standards Act*, and shall indemnify, defend, and hold harmless the COUNTY, its agents, officers and PASC's office staff employees from any and all liability including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs and attorney's fees arising under any wage and hour law including, but not limited to, the Federal *Fair Labor Standards Act* for services performed by the PASC's office staff employees for which the COUNTY may be found jointly or solely liable.

34.0 CHILD ABUSE/ELDER ABUSE REPORTING/FRAUD REPORTING

34.1 The PASC staff shall comply with *California Penal Code* (hereinafter "*PC*") *Section 11164 et seq.* and shall report all known and suspected instances of child abuse to an appropriate child protective agency, as mandated by these code sections. The PASC staff shall make the report on such abuse, and should submit all required information, in accordance with the PC Sections 11166 and 11167.

34.2 The PASC staff shall comply with *California Welfare and Institutions Code (WIC)*, *Section 15600 et seq.* and shall report all known or suspected instances of physical abuse of elders and dependent adults either to an appropriate COUNTY adult protective services agency or to a local law enforcement agency, as mandated by these code sections. The PASC staff shall make the report on such

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abuse, and shall submit all required information, in accordance with the WIC Sections 15630, 15633 and 15633.5.

34.3 The PASC staff shall immediately report all suspected or actual welfare fraud situations to the COUNTY by calling the Welfare Fraud Hotline at (800) 873-7283.

35.0 ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT

The PASC acknowledges that the COUNTY places a high priority on the enforcement of child support laws and the apprehension of child support evaders. The PASC understands that it is the COUNTY's policy to encourage all COUNTY contractors/agencies to voluntarily post the COUNTY's *L.A.'s Most Wanted: Delinquent Parents* poster in a prominent position at the PASC's place of business. The COUNTY's Child Support Service's Department (CSSD) will supply the PASC with the poster to be used.

36.0 PASC'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

36.1 The PASC acknowledges that the COUNTY has established a goal of ensuring that all PASC office staff employees who benefit financially from the COUNTY through the Agreement are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the COUNTY and its taxpayers.

36.2 As required by the COUNTY's Child Support Compliance Program (COUNTY Code Chapter 2.200) and without limiting the PASC's duty under this Agreement to comply with all applicable provisions of law, the PASC warrants that it is now in compliance and shall, during the term of this Agreement, maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding

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Orders or CSSD Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b), for all PASC office staff employees.

37.0 ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

37.1 PASC acknowledges that the COUNTY places a high priority on the implementation of the Safely Surrendered Baby Law. The PASC understands that it is the COUNTY's policy to encourage all COUNTY contractors/agencies to voluntarily post the COUNTY's "Safely Surrendered Baby Law" poster in a prominent position at the contractor's place of business. The PASC will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The COUNTY's Department of Children and Family Services will supply the PASC with the poster to be used.

37.2 PASC shall notify and provide to its office staff employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in (Attachment C, hereunder) of this AGREEMENT and is also available on the internet at www.babysafela.org for printing purposes.

38.0 CIVIL RIGHTS

The PASC shall abide by the provisions of *Title VI* and *Title VII* of the *Federal Civil Rights Act of 1964*, *Section 504* of the *Rehabilitation Act of 1973*, as amended, the *Age Discrimination Act of 1975*, the *Food Stamp Act of 1977*, the *Americans with Disabilities Act of 1990*, *WIC Section 10000*, *California Department of Social Services Manual of Policies and Procedures, Division 21*, and other applicable Federal and State laws to ensure that employment practices and the delivery of social service

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programs are nondiscriminatory. Under this requirement the PASC office staff employees shall not discriminate on the basis of race, color, national origin, ancestry, political affiliation, religion, marital status, sex, age or disability.

39.0 COMPLIANCE WITH JURY SERVICE PROGRAM

This Agreement is subject to the provisions of the COUNTY's ordinance entitled CONTRACTOR Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

39.1 Unless the PASC has demonstrated to the COUNTY's satisfaction either that the PASC is not a "CONTRACTOR" as defined under the Jury Service Program (Section 2.203.020 of the COUNTY Code) or that the PASC qualifies for an exception to the Jury Service Program (Section 2.203.070 of the COUNTY Code), the PASC shall have and adhere to a written policy that provides that its office staff employees shall receive from the PASC, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the PASC or that the PASC deduct from the Employee's regular pay the fees received for jury service.

39.2 For purposes of this Section, "CONTRACTOR" means a person, partnership, corporation or other entity which has a AGREEMENT with the COUNTY or a subcontract with a COUNTY CONTRACTOR and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more COUNTY contracts or subcontracts. "Employee" means any California resident who is a full time employee of CONTRACTOR. "Full- time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the COUNTY, or 2) The PASC has a long-standing practice that defines the lesser number of hours as full-time. Full-time PASC office staff employees providing short-

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term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the PASC uses any subcontractor to perform services for the COUNTY under this Agreement, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the Agreement.

- 39.3 If the PASC is not required to comply with the Jury Service Program when the Agreement commences, the PASC shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the PASC shall immediately notify COUNTY if the PASC at any time either comes within the Jury Service Program's definition of "CONTRACTOR" or if CONTRACTOR no longer qualifies for an exception to the Program. In either event, the PASC shall immediately implement a written policy consistent with the Jury Service Program.
- 39.4 The COUNTY may also require, at any time during the Agreement and at its sole discretion that the PASC demonstrate to the COUNTY's satisfaction that the PASC either continues to remain outside of the Jury Service Program's definition of "CONTRACTOR" and/or that the PASC continues to qualify for an exception to the Program.

40.0 CONFLICT OF INTEREST

The PASC shall comply with all conflict of interest laws, ordinances and regulations. The PASC warrants that it is not now aware of any facts that create a conflict of interest. If the PASC hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the COUNTY. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Section shall be a material breach of this Agreement.

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20. The following Section shall be added to the Agreement:

VI. INVOICING

1.0 INVOICING

- 1.1 PASC shall prepare and submit a monthly invoice in an original and one copy, to the CCA within fifteen (15) calendar days following the end of the month in which services were incurred. Failure to submit timely and accurate monthly invoice will result in a delay in payment.

1.1.1 Each invoice shall contain itemized expenditures to validate the invoice amounts.

- 1.2 The PASC shall submit supporting documents which may include, but not be limited to receipts, at the request of the CCA or alternate.

- 1.3 PASC shall submit its invoices to the attention of the CCA at the following address, and to such additional addresses as may be directed in writing from time to time by the CCA:

Department of Public Social Services
Adult Services Division
12900 Crossroads Parkway South, 2nd Floor
City of Industry, CA 91746-3411
Attn: PASC CCA

21. Except for the changes set forth herein, this Agreement shall not be changed in any respect by this Amendment.

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be signed by the Director of the Department of Public Social Services and the PASC has caused this Contract to be signed by its duly authorized officer(s), on the _____ day of June 2004.

COUNTY OF LOS ANGELES

By _____
Bryce Yokomizo, Director
Department of Public Social Services

PERSONAL ASSISTANCE SERVICES COUNCIL

By _____
Margaret Belton, Chair Governing Board
4730 Woodman Avenue, Suite 405
Sherman Oaks, CA 91423

APPROVED AS TO FORM:

By _____
Deputy County Counsel
Raymond G. Fortner Jr.,
Chief Deputy County Counsel

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PREAMBLE

For nearly a decade, the County has collaborated with its community partners to enhance the capacity of the health and human services system to improve the lives of residents in Los Angeles County. These efforts require, as a fundamental expectation, that the County's contracting partners share the County and community's commitment to provide health and human services that support achievement of the County's vision, goals, values, and adopted outcomes. Key to these efforts is the integration of service delivery systems and the adoption of the Customer Service and Satisfaction Standards.

The County of Los Angeles' Vision is to improve the quality of life in the County by providing responsive, efficient, and high quality public services that promote the self-sufficiency, well-being and prosperity of individuals, families, business and communities.

This philosophy of teamwork and collaboration is anchored in the shared values of:

- | | |
|-------------------|-------------------------|
| ➤ Responsiveness | ➤ Integrity |
| ➤ Professionalism | ➤ Commitment |
| ➤ Accountability | ➤ A Can-Do Attitude |
| ➤ Compassion | ➤ Respect for Diversity |

These shared values are encompassed in the County Strategic Plan, which includes the five following goals: 1) Service Excellence, 2) Workforce Excellence, 3) Organizational Effectiveness, 4) Fiscal Responsibility, and 5) Children and Families' Well-Being.

Recognizing no single strategy - in isolation - can achieve the County's outcomes, consensus has emerged among County and community leaders that making substantial improvements in integrating the County's health and human services system is necessary to significantly move toward achieving these outcomes. The County has also established the values and goals for guiding this effort to integrate the health and human services delivery system.

The County, its clients, contracting partners, and the community are working together to develop practical ways to make County services more accessible, customer friendly, better integrated, and outcome-focused. Several departments have identified shared themes in their strategic plans for achieving these goals including: making an effort to become more consumer/client-focused; valuing community partnerships and collaborations; emphasizing values and integrity; and using a strengths-based and multi-disciplinary team approach.

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The County of Los Angeles health and human service departments and their partners are working together to achieve the following ***Customer Service And Satisfaction Standards*** in support of improving outcomes for County residents.

Personal Service Delivery

The service delivery team – staff and volunteers – will treat customers and each other with courtesy, dignity, and respect.

- Introduce themselves by name
- Listen carefully and patiently to customers
- Be responsive to cultural and linguistic needs
- Explain procedures clearly
- Build on the strengths of families and communities

Service Access

Service providers will work proactively to facilitate customer access to services.

- Provide services as promptly as possible
- Provide clear directions and service information
- Outreach to the community and promote available services
- Involve families in service plan development
- Follow-up to ensure appropriate delivery of services

Service Environment

Service providers will deliver services in a clean, safe, and welcoming environment, which supports the effective delivery of services.

- Ensure a safe environment
- Ensure a professional atmosphere
- Display vision, mission, and values statements
- Provide a clean and comfortable waiting area
- Ensure privacy
- Post complaint and appeals procedures

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The basis for all County health and human services contracts is the provision of the highest level of quality services that support improved outcomes for children and families. The County and its contracting partners must work together and share a commitment to achieve a common vision, goals, outcomes, and standards for providing services.

1.0 GENERAL

1.1 PURPOSE

The purpose of the Statement of Responsibilities is to delineate the separate and mutual responsibilities and obligations of each entity for the provision and administration of In-Home Supportive Services (IHSS) to the consumers of IHSS, to the providers of IHSS and to each other. It is the intent of each entity to work in a cooperative manner to ensure that IHSS is delivered in a prompt and efficient manner, with primary consideration given to the needs of the consumers.

1.2 COUNTY CONTRACT ADMINISTRATOR (CCA)

- 1.2.1 The CCA shall act as a liaison with PASC and be responsible for the overall management and coordination of this Agreement.
- 1.2.2 The CCA shall negotiate with PASC on changes in service requirements according to Section V, FURTHER TERMS AND CONDITIONS, Paragraph 3.0, Changes and Amendments of Terms.
- 1.2.3 The CCA is not authorized to make any changes in the terms and conditions of the Agreement and is not authorized to obligate COUNTY in any way.
- 1.2.4 The COUNTY shall inform the PASC of the name, address, and telephone number of the CCA and alternate(s), in writing, and at any time thereafter a change of CCA or alternate(s) is made.
- 1.2.5 The CCA shall have full authority to act for the COUNTY contract as it relates to the daily operations of this Agreement.

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1.3 KEY PASC PERSONNEL

1.3.1 CONTRACT MANAGER

- a. PASC shall provide a Contract Manager and alternate(s) who will be a liaison with COUNTY and be responsible for the overall management and coordination of this Agreement. The Contract Manager, or alternate so designated in writing to act on PASC's behalf, shall respond to the COUNTY, and shall be available for meetings with COUNTY staff as needed.
- b. The Contract Manager or alternate shall have full authority to act for the PASC on all contract matters relating to the daily operation of this Agreement.
- c. The Contract Manager and alternate(s) shall be identified in writing at any time thereafter a change of Contract Manager or alternate(s) is made.
- d. All PASC staff, as defined in the Agreement, Section III. INTERPRETATION, Paragraph 7.0 PASC, shall be qualified in accordance with all Federal, State, and local laws, ordinance, regulations and requirements applicable hereto.

1.4 HOURS OF OPERATION/HOLIDAYS

- 1.4.1 PASC shall be available to provide services no less than forty (40) hours a week. Normal COUNTY work schedule is Monday through Friday, 8:00 a.m. to 5:00 p.m. PASC is not required to provide services on COUNTY recognized holidays, or PASC's holidays as approved by Director.
- 1.4.2 The CCA will provide a list of COUNTY holidays and the Contract Manager will provide PASC's list of holidays prior to the beginning of each calendar year during the term of this Contract.

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1.5 GOVERNMENT OBSERVATIONS

Federal, State and/or COUNTY personnel may observe performance activities, documents, and products under this Agreement at any time during normal working hours. However, these personnel may not unreasonably interfere with PASC performance.

2.0 DEFINITIONS

2.1 BUDGET

The document that details the PASC's costs for providing services. Included in the Budget are the following:

- 2.1.1 Direct Costs - Payroll, Employee Benefits (Medical, Dental, Life Insurance), Payroll Taxes, Insurance (Real, Personal, etc., as required by the Contract), Supplies, Postage, Medical and Office Equipment, Equipment Maintenance, Applicable Taxes and other (specified).
- 2.1.2 Indirect Costs - General Accounting/Bookkeeping, Management Overhead, Telephone/Utilities, Space, and other (specified)

2.2 SERVICE MONTH

The current month in which services are being provided to IHSS consumers/providers.

2.3 STATE

The State of California.

3.0 COUNTY FURNISHED ITEMS

COUNTY furnished items are provided by COUNTY for the term of the Agreement only and are solely for the performance of this Agreement.

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3.1 EQUIPMENT

For the purpose of this Agreement, COUNTY furnishes and installs for the PASC's use, two (2) CMIPS computer terminals, a printer and the necessary transmission lines. This equipment remains the property of COUNTY. Upon termination of this Agreement, COUNTY shall remove the CMIPS terminals, printer and the transmission lines.

3.2 MAINTENANCE, REPAIRS AND REPLACEMENT

3.2.1 COUNTY shall provide maintenance, repair and/or replacement due to normal wear and tear of COUNTY furnished equipment.

3.2.2 Any installation, de-installation or re-installation of and movement of equipment shall be made by COUNTY-managed technicians. Requests for these services shall be made to the CCA.

3.3 MATERIALS

COUNTY shall provide:

3.3.1 A list of the COUNTY- observed holidays

3.3.2 Auditor-Controller Contract Accounting and Administration Manual Handbook. The Handbook is a binding authoritative source of guidelines to establish required accounting, financial reporting, and internal control standards for organizations (contractors) who contract with the COUNTY.

4.0 PASC FURNISHED ITEMS

Except to the extent that COUNTY exercises its rights not to appropriate funding of PASC operations as delineated in the fiscal provisions of Amendment No. 4, PASC shall provide all personnel, facilities, materials, supplies, and equipment necessary to perform all Agreement services, except for those provided by COUNTY as identified in Section 3.0 of Attachment A, here above.

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4.1 PERSONNEL

- 4.1.1 PASC shall provide all supervisory, administrative, and direct labor personnel, including bilingual personnel, to accomplish all work required by this Agreement.
- 4.1.2 PASC shall provide staff with bilingual skills or provide interpretive services for IHSS consumers and providers who cannot communicate in English. CCA will notify PASC of language requirements for the areas served. Although consumers and providers shall not be required to provide an interpreter, PASC shall not be prohibited from utilizing an interpreter voluntarily provided by the participant (e.g., a relative or friend).

4.2 FACILITIES, EQUIPMENT AND SUPPLIES

PASC shall provide:

- 4.2.1 Necessary facility/facilities and furnishings for its operation.
- 4.2.2 Telephone installation and equipment.
- 4.2.3 Utilities, parking, custodial services, building maintenance and all services/materials not specifically provided by the COUNTY at the PASC facility (ies).
- 4.2.4 COUNTY with updated lists of all sites to be used in administering these services, including any extension site.
- 4.2.5 Supplies, unless otherwise specified in Attachment A, Section 3.0, necessary to perform all services required by this Agreement and adhere to all requirements imposed on PASC by this Agreement. PASC may augment the equipment provided by COUNTY at no cost to COUNTY and with prior COUNTY approval.

4.3 MAINTENANCE, REPAIRS AND REPLACEMENT

- 4.3.1 PASC shall be responsible for all expenses, such as rewiring and telephone circuit re-routing, or the relocation of CMIPS equipment if the relocation is not required by COUNTY.

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4.3.2 PASC shall be responsible for repair and replacement costs for COUNTY furnished equipment that is damaged due to PASC's abuse or carelessness, as determined by COUNTY.

4.3.3 Any service calls required because of PASC's staff installing, de-installing, re-installing of and moving of equipment shall be the expense of the PASC.

4.4 MATERIALS

PASC shall post in each PASC facility, in an area that is easily accessible to PASC employees Equal Employment Opportunity (EEO) posters and State-approved Nondiscrimination In Services notices. PASC may obtain EEO notices from:

U.S. Equal Employment Opportunity Commission
255 East Temple Street, Fourth Floor
Los Angeles, California 90010-9856
Telephone Number (213) 251-7278

4.5 SERVICES

4.5.1 PASC agrees to house CMIPS terminals, printer and any other COUNTY computer equipment at the designated PASC site, and shall provide all security measures to ensure that the State and/or COUNTY computer equipment are secure and confidentiality is maintained. PASC shall also meet any additional security measures as required by COUNTY. PASC's security measures must be approved by COUNTY.

4.5.2 If PASC changes the CMIPS terminal and printer location, PASC shall provide a minimum of sixty (60) days prior written notice of the planned move to COUNTY, pay for all expenses of the COUNTY moving the computer equipment to the new location, and provide a dedicated electrical circuit for COUNTY provided computer equipment.

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4.6 RETURN OF SUPPLIES, FORMS AND EQUIPMENT

Upon the Agreement's termination, PASC shall transfer to DPSS equipment purchased with State, federal and/or COUNTY funds and unused supplies and forms purchased for this Agreement or its residual value as determined by COUNTY.

5.0 COUNTY RESPONSIBILITIES

5.1 CONSUMER ELIGIBILITY AND AUTHORIZED HOURS

5.1.1 The COUNTY has sole authority for the determination of consumer eligibility for IHSS and the number of hours of service each eligible consumer shall receive.

5.1.2 The COUNTY shall not reduce authorized hours of service to consumers in order to fund the PASC, fund wage and/or benefit increases to providers, or implement Government Code Section 3500 et.seq.

5.2 PROVIDER INFORMATION

5.2.1 By the 15th of each month, the COUNTY shall provide the PASC with the IHSS provider information (PELG record) available on the monthly file received from the California Department of Social Services for the preceding month. At a minimum this information includes the: name, address, date of birth, social security number and number of authorized hours of each IHSS provider.

5.2.2 If there is a dispute as to a provider's information, the COUNTY shall investigate the matter after notification from the PASC and respond timely.

5.3 FISCAL OBLIGATIONS FOR PROVIDER HEALTH BENEFITS

5.3.1 The COUNTY, through its DPSS, shall serve as the fiscal intermediary to the PASC in submitting claims to the State to obtain the State and Federal funds to offset the cost associated with the capitation payments and the cost of administering the Health Care Plan.

5.3.2 Serving as the fiscal intermediary for the PASC, DPSS shall make monthly capitation payments to the CHP on behalf of the PASC by the end of the month in which services are provided.

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5.3.3 The COUNTY shall reimburse to the PASC, the cost of the PASC's administration of the Health Care Plan up to the annual amounts and conditions set forth in subparagraphs 4.2 and 4.2.1 of the Agreement.

6.0 PASC RESPONSIBILITIES

6.1 EMPLOYER OF RECORD

The PASC shall be deemed to be the employer of IHSS providers for the purpose of collective bargaining subject to the exclusive rights of IHSS consumers to hire, fire, and supervise providers as provided in the Los Angeles County Code Section 3.45 and the California Welfare and Institutions Code.

6.2 REGISTRY

6.2.1 PASC shall establish or arrange services to provide referrals of IHSS providers to consumers for consideration for employment.

6.2.2 PASC shall provide for investigation of the qualifications and background of potential providers listed on the registry, including local summary criminal history information or other criminal record or Department of Justice record, which the PASC is authorized to access. At a minimum, the PASC shall not place on the registry any person who it knows to have convictions related to violence, sexual misconduct, or theft unless there is evidence that such criminal conduct will not be repeated.

6.2.3 Any registry services or referrals shall be non-exclusive, voluntary and advisory as to consumers, who shall retain the exclusive right to hire and fire their providers.

6.3 TRAINING

PASC shall provide access to training for providers and consumers.

6.3.1 The PASC is not obligated to provide training directly, to pay for training provided in the community, to pay for the providers' time to attend training or to accompany the recipient to training, to pay for transportation to training or to pay for any materials required by the training.

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LOS ANGELES COUNTY PERSONAL ASSISTANCE SERVICES COUNCIL**

ATTACHMENT A - STATEMENT OF RESPONSIBILITIES

- 6.3.2 The PASC is not obligated to screen or be responsible for the content of any training it tells providers and/or consumers is available in the community.
- 6.3.3 The PASC is not responsible to ensure that any provider or consumer attend or complete any training.
- 6.3.4 Any PASC arranged training, and the application of such training to any particular recipient-provider working relationship, shall be voluntary and advisory as to consumers, who shall retain the exclusive right to instruct and train their providers as an aspect of their exclusive right to hire, supervise their providers, and terminate employment.

6.4 HEALTH BENEFITS

- 6.4.1 The eligibility aspect of the Health Care Plan shall be administered by the PASC with the full cooperation of DPSS, and the PASC shall determine whether each provider is eligible for health benefits.
- 6.4.2 The PASC shall notify eligible providers of the availability of health benefits.
- 6.4.3 If there is a dispute as to a provider's eligibility information as provided to the PASC by the COUNTY, the PASC shall notify the COUNTY of the concern as soon as practicable (normally within 10 days) after becoming aware of the issue, and the COUNTY shall review the matter and report back to the PASC as soon as practicable (normally within 10 days).
- 6.4.4 On the 25th of each month, the PASC shall be responsible for providing DPSS an electronic file containing all eligible IHSS providers who are enrolled in the Health Care Plan for the following month of service (e.g., the file received on March 25 shall contain all IHSS providers enrolled in the Health Care Plan for April). DPSS needs this information to make the capitation payments to the CHP on behalf of the PASC.
- 6.4.5 On the 25th of each month, the PASC shall be responsible for providing CHP an electronic file containing all IHSS providers who are eligible for the Health Care Plan for the following month of service (e.g., the file received on March 25 shall contain all IHSS providers enrolled in the Health Care Plan for April).

**AMENDMENT NO. 4
AGREEMENT NO. 72426 BETWEEN
COUNTY OF LOS ANGELES
AND
LOS ANGELES COUNTY PERSONAL ASSISTANCE SERVICES COUNCIL**

ATTACHMENT A - STATEMENT OF RESPONSIBILITIES

6.4.6 The PASC shall be responsible for providing the COUNTY, on a monthly basis, with a detailed statement of actual expenditures for the cost of the PASC's health benefits administration and all other operational costs.

6.5 ADMINISTRATIVE RESPONSIBILITIES

PASC shall provide all administrative services necessary to perform the contract requirements specified in this Agreement as follows:

6.5.1 PASC shall develop, maintain and operate procedures for receiving, investigating and responding to users.

6.5.2 PASC shall investigate all affirmative action or civil rights complaints, with documentation of the investigations maintained in PASC's records.

6.5.3 PASC shall ensure all public contact staff are consistently sensitive, understanding, and use sound judgment in recognizing the consumer's/provider's rights and needs.

6.5.4 Annually or upon demand of COUNTY, PASC shall conduct an inventory of all fixed assets purchased with Federal, State or County funds for this Agreement and a copy shall be sent to the CCA.

6.6 REPORTING RESPONSIBILITIES

6.6.1 The PASC shall submit a report, by September 30 of each year, for the previous year (July 1 - June 30), to the COUNTY Board of Supervisors detailing its functions, evaluating its operation for that year and detailing any specific goals and objectives for the coming year and its plan for meeting those goals and objectives. If, for any coming year, the PASC intends to expand its duties, the PASC shall present a detailed plan and budget for the implementation of that expansion of duties.

6.6.2 The PASC shall provide the COUNTY with all cost reports and other such data as required by the COUNTY, State of California and Federal governments.

**AMENDMENT NO. 4
AGREEMENT NO. 72426 BETWEEN
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ATTACHMENT A - STATEMENT OF RESPONSIBILITIES

6.6.3 The PASC shall send to the CCA monthly on-going services invoices and a Monthly Management Report (MMR) outlined in Technical Exhibit 8.0. The invoices and the MMR are due by the fifteenth calendar day of the month for the previous month.

6.6.4 The PASC shall complete and provide to the CCA other ad hoc reports as required by COUNTY.

7.0 JOINT RESPONSIBILITIES

7.1 Develop a Public Authority Rate that includes, wages and benefits for providers, and PASC administrative costs for submission by DPSS to the California Department of Social Services for subsequent submission to the California Department of Health Services, for approval pursuant to the terms of the State Plan amendment.

7.2 Collaborate on the development of appropriate referral criteria for individuals to be served.

7.3 Collaborate on cost effective improvements to the IHSS Program.

7.4 Monitor and evaluate, on a regular basis, the quality of service available.

TECHNICAL EXHIBIT 8.0
MONTHLY MANAGEMENT REPORT

MONTHLY MANAGEMENT REPORT (MMR)

PASC shall develop a Monthly Management Report (MMR) format, to be agreed to by COUNTY, within ten (10) business days of Amendment approval, which, at a minimum, will capture the following information. Thereafter, the MMR shall be submitted with PASC's invoice by the fifteenth calendar day of each month for the prior month:

1. Employer of Record for the collective bargaining purpose
 - ◆ Number of negotiations, which resulted in an agreement with the Union
2. Registry Service
 - ◆ Total number of providers listed on the registry
 - ◆ Number of new providers registered
 - ◆ Number of consumers requesting the registry service
 - ◆ Number of provider referrals made to consumers
 - ◆ Number of provider referrals resulting in employment
3. Training
 - ◆ Number of training scheduled or training referrals for consumers
 - ◆ Number of consumers attending training
 - ◆ Number of training scheduled or training referrals for providers
 - ◆ Number of providers attending training
4. Health Benefits
 - ◆ Total of enrollees
 - ◆ Number of eligible providers in the Health Plan
 - ◆ Number of terminated enrollees
 - ◆ Number of new enrollees in the Health Plan
 - ◆ Number of enrollees in Cobra
5. Administrative Responsibilities
 - ◆ Number of Registry complaints received
 - ◆ Number of Health Plan complaints received
 - ◆ Number of Training complaints received
 - ◆ Numbers of complaints resolved
6. Staffing
 - ◆ Total number of staff
 - ◆ Number of Registry staff
 - ◆ Number of Health Plan staff
 - ◆ Number of Administrative staff
7. Sub-Contracts
 - ◆ Total Number of Subcontracts
 - ◆ Copies of Monitoring Reports

ATTACHMENT B
SAFELY SURRENDERED BABY LAW - FACT SHEET

No shame. No blame. No names.

**Newborns can be safely given up
at any Los Angeles County
hospital emergency room or fire station.**



In Los Angeles County:

1-877-BABY SAFE

1-877-222-9723

www.babysafela.org



State of California
Gray Davis, Governor

Health and Human Services Agency
Grantland Johnson, Secretary

Department of Social Services
Rita Saenz, Director



Los Angeles County Board of Supervisors

Gloria Molina, Supervisor, First District

Yvonne Brathwaite Burke, Supervisor, Second District

Zev Yaroslavsky, Supervisor, Third District

Don Knabe, Supervisor, Fourth District

Michael D. Antonovich, Supervisor, Fifth District

This initiative is also supported by First 5 LA and INFO LINE of Los Angeles.

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, workers will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their newborns within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week so long as the parent gives the baby to someone who works at the hospital or fire station.

Does a parent have to tell anything to the people taking the baby?

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

A baby's story

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.

It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.

Sin pena. Sin culpa. Sin peligro.

**Los recién nacidos pueden ser entregados
en forma segura en la sala de emergencia de
cualquier hospital o en un cuartel de bomberos
del Condado de Los Angeles.**



**En el Condado de Los Angeles:
1-877-BABY SAFE
1-877-222-9723
www.babysafela.org**



Estado de California
Gray Davis, Gobernador

Agencia de Salud y Servicios Humanos
(Health and Human Services Agency)
Grantland Johnson, Secretario

Departamento de Servicios Sociales
(Department of Social Services)
Rita Saenz, Directora



Consejo de Supervisores del Condado de Los Angeles

Gloria Molina, Supervisora, Primer Distrito

Yvonne Brathwaite Burke, Supervisora, Segundo Distrito

Zev Yaroslavsky, Supervisor, Tercer Distrito

Don Knabe, Supervisor, Cuarto Distrito

Michael D. Antonovich, Supervisor, Quinto Distrito

Esta Iniciativa tambien esta apollada por First 5 LA y INFO LINE de Los Angeles.

¿Qué es la Ley de Entrega de Bebés Sin Peligro?

La Ley de Entrega de Bebés Sin Peligro de California permite a los padres entregar a su recién nacido confidencialmente. Siempre que el bebé no haya sufrido abuso ni negligencia, padres pueden entregar a su recién nacido sin temor a ser arrestados o procesados.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura, dentro de los tres días del nacimiento. El bebé debe ser entregado a un empleado de una sala de emergencias o de un cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazaletes y el padre/madre recibirá un brazaletes igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden empezar el proceso de redamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles, al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

En la mayoría de los casos, los padres son los que llevan al bebé. La ley permite que otras personas lleven al bebé si tienen la custodia legal del menor.

¿Los padres deben llamar antes de llevar al bebé?

No. El padre/madre puede llevar a su bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, mientras que entregue a su bebé a un empleado del hospital o de un cuartel de bomberos.

¿Es necesario que el padre/madre diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital le pedirá que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para los cuidados que recibirá el bebé. Es recomendado llenar este cuestionario, pero no es obligatorio hacerlo.

¿Qué ocurrirá con el bebé?

El bebé será examinado y, de ser necesario, recibirá tratamiento médico. Luego el bebé se entregará a un hogar preadoptivo.

¿Qué pasará con el padre/madre?

Una vez que los padres hayan entregado a su bebé en forma segura, serán libres de irse.

¿Por qué California hace esto?

La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés del abandono por parte de sus padres y de la posibilidad de que mueran o sufran daños. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Es posible que los padres que cometieron estos actos hayan estado atravesando dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus recién nacidos porque tenían miedo y no tenían adonde recurrir para obtener ayuda. El abandono de un recién nacido lo pone en una situación de peligro extremo. Además es ilegal. Muy a menudo el abandono provoca la muerte del bebé. Ahora, gracias a la Ley de Entrega de Bebés Sin Peligro, esta tragedia ya no debe suceder nunca más en California.

Historia de un bebé

A las 8:30 a.m. del jueves 25 de julio de 2002, se entregó un bebé recién nacido saludable en el St. Bernardine Medical Center en San Bernardino, en virtud de las disposiciones de la Ley de Entrega de Bebés Sin Peligro. Como lo establece la ley, la madre del bebé no se tuvo que identificar. Cuando el bebé llegó a la sala de emergencias, un pediatra lo revisó y determinó que el bebé estaba saludable y no tenía problemas. El bebé fue ubicado con una buena familia, mientras se iniciaban los trámites de adopción.

Cada recién nacido merece una oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele qué otras opciones tiene.

Es mejor que las mujeres busquen ayuda para recibir atención médica y asesoramiento adecuado durante el embarazo. Pero al mismo tiempo, queremos asegurarles a los padres que optan por no quedarse con su bebé que no irán a la cárcel si dejan a sus bebés en buenas manos en cualquier sala de emergencia de un hospital o en un cuartel de bomberos del Condado de Los Angeles.

ATTACHMENT C
FEDERAL EARNED INCOME CREDIT NOTICE



Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. November 2002)

**Have You Told Your Employees About the
Earned Income Credit (EIC)?**

What Is the EIC?

The EIC is a refundable tax credit for certain workers.

A change to note. Workers cannot claim the EIC if their 2002 investment income (such as interest and dividends) is over \$2,550.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on **Form W-4**, Employee's Withholding Allowance Certificate.

Note: You are encouraged to notify each employee whose wages for 2002 are less than \$34,178 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following:

- The IRS **Form W-2**, Wage and Tax Statement, which has the required information about the EIC on the back of **Copy B**.
- A substitute **Form W-2** with the same EIC information on the back of the employee's copy that is on **Copy B** of the IRS **Form W-2**.
- **Notice 797**, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as **Notice 797**.

If you are required to give **Form W-2** and do so on time, no further notice is necessary if the **Form W-2** has the required information about the EIC on the back of the employee's copy. If a substitute **Form W-2** is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute **Form W-2** is given. If **Form W-2** is required but is not given on time, you must give the employee **Notice 797** or your written statement by the date **Form W-2** is required to be given. If **Form W-2** is not required, you must notify the employee by February 7, 2003.

You must hand the notice directly to the employee or send it by First-Class Mail to the employee's last known address. You will not meet the notification requirements by posting **Notice 797** on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice by calling 1-800-829-3676, or from the IRS Web Site at www.irs.gov.

**How Will My Employees Know If They Can
Claim the EIC?**

The basic requirements are covered in **Notice 797**. For more detailed information, the employee needs to see the 2002 instructions for **Form 1040**, **1040A**, **1040EZ**, or **Pub. 596**, Earned Income Credit (EIC).

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2002 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2002 and owes no tax but is eligible for a credit of \$791, he or she must file a 2002 tax return to get the \$791 refund.

**How Do My Employees Get Advance EIC
Payments?**

Eligible employees who expect to have a qualifying child for 2003 can get part of the credit with their pay during the year by giving you a completed **Form W-5**, Earned Income Credit Advance Payment Certificate. You must include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see **Pub. 15**, Employer's Tax Guide.

Notice 1015

(Rev. 11-2002)

